

TERMS AND CONDITIONS OF SALE "GAAC 2007 VERONAMARATHON ASD"

1. GENERAL INFORMATION

These General Terms and Conditions of Sale ('General Terms and Conditions') relate to the purchase of products offered by Gaac 2007 Verona Marathon ASD., with registered office in Via Madonna 342, 37051 Bovolone (VR) (respectively 'Products' and 'Seller'), made at a distance by Consumers on the website www.endu.net partner ("Site") within the framework of the event Verona Run Marathon 2026 ('Event').

For the purposes of these General Conditions, a Consumer is a person who purchases Products for purposes not related to his/her own entrepreneurial, commercial, handicraft or professional activity.

It is understood that, in the event of a purchase made by a person who is not a Consumer, the following shall not apply: (i) the special warranty set forth in Article 6 below; (ii) the right of withdrawal set forth in Article 8 below; (iii) all special forms of warranty set forth in the Consumer Code; (iv) any other protection profile provided for by the special applicable regulations.

The activities relating to the management of purchase orders, delivery of the Products, management of any complaints, withdrawals and refunds, shall be managed by the Seller together with its suppliers and appointees, including the company Endu S.r.l., Via Falcone 30/A - 43121 Parma, the company that manages the Website.

2. PRODUCTS

The Products are sold with the characteristics described on the Site and according to the General Conditions. The Seller declares that the Products comply with the requirements of Article 129 of the Consumer Code.

The prices, the Products on sale and their characteristics may be subject to change without notice. The Consumer is therefore invited to check the final sale price before placing an order for a Product.

3. CONCLUSION OF THE CONTRACT AND ACCEPTANCE OF THE TERMS OF SALE

In order to proceed with the purchase of Products, the Consumer must carefully read the General Conditions for their acceptance.

The purchase order transmitted by the Consumer to the Seller through the Website and the subsequent confirmation has contractual value and is regulated by the present General Conditions of Sale, which the Consumer declares to have read, understood and accepted in full, without any reservations.

The Products presented on the Website can be purchased by means of the selection of the Products of interest to the Consumer and their insertion in the relevant virtual shopping cart. In order to execute the purchase of the Products placed in the cart, the Consumer shall be invited to (i) register to the Website by providing the requested data, if not already registered, or (ii) to log in, if the Consumer is already registered.

The Consumer, after carefully reading, approves the conditions of sale of the Site and these Conditions of Sale by confirming his order, which will thus be definitively sent to the Seller.

The Consumer will also be asked to choose the method of payment from those available. In the event of payment by credit card, the Consumer shall be transferred to a secure site and the credit card details shall be communicated directly to the operator handling the transaction.

The security of the device that the Consumer is using for the purchase is the responsibility of the Consumer.

We recommend in particular

- the use of protection software such as antivirus, personal firewall and host intrusion detection systems (HIDS);
- to constantly update the operating system and all applications present on the device itself
- to protect access to the device (e.g. secure passwords, monitor lock, etc.).

The Consumer acknowledges and accepts what is indicated regarding the security of the payment methods, exonerating the Seller from any liability that may arise from problems that occur despite the adoption of the aforementioned security measures.

The Seller accepts the order when it sends the Consumer, also through the Site management company, using the e-mail address declared by the latter when registering on the Site, an e-mail communication confirming the order itself, together with a summary of the order placed and an indication of the price.

If requested during the issuance of the purchase order, the Site will send the invoice in electronic format.

4. DELIVERY OF PRODUCTS

The Site indicates the availability of the Products at the time of their sale. However, the Consumer acknowledges that this information is not binding on the Seller.

Unless otherwise indicated in the description of the Products, deliveries of the Products shall be made during the opening hours of the delivery point at the Event Expo. In cases where a different delivery method is indicated, the Seller shall make every effort to comply with the times indicated. The Seller shall not be liable for unforeseeable delays or delays for which it is not responsible.

In the event of non-execution of the order due to the unavailability, even temporary, of the Product, the Seller shall inform the Consumer within 48 hours and shall refund any sums already paid by the Consumer.

The Consumer undertakes to collect the products purchased at the Event Expo within the term indicated by the Seller. In the event that the delivery is not carried out due to the failure to collect the Products by the Consumer within the aforementioned term, the Seller shall leave the Products in stock at Gaac 2007 Verona Marathon ASD., with registered office in Via Madonna 342, 37051 Bovolone (VR), and shall send a notice of availability to the Consumer, together with the instructions by means of which the Consumer may eventually collect the Products, which shall remain in stock at Gaac 2007 Verona Marathon ASD., with registered office in Via Madonna 342, 37051 Bovolone (VR), for the period indicated in the notice.

Once this period has elapsed to no avail, the Consumer shall not be entitled to request termination of the contract and restitution of the amount charged to him.

Without prejudice to the foregoing, in the event of non-delivery due to the responsibility of the Seller, the Consumer may invite the Seller to make the delivery within a reasonable period of time in relation to the circumstances; where the delivery is not made within the period thus granted, the Consumer, pursuant to article 61 of the Consumer Code, shall have the right to termination of the agreement, without prejudice to compensation for damages. The Consumer is not obliged to grant the additional term foreseen above in the

following hypotheses: a. if the Seller has expressly refused to deliver the Products; or b. if compliance with the term agreed by the parties for the delivery of the Products is to be considered essential, taking into account all the circumstances that accompanied the conclusion of the contract; or c. if the Consumer has informed the Seller, prior to the conclusion of the contract, that delivery by or on a specific date is essential. In the hypotheses envisaged in points a), b) and c) above, in the event of non-delivery within the agreed term, the Consumer is entitled to immediately terminate the contract of sale of the products, without prejudice to compensation for damages.

Acceptance of delivery of the products without the Consumer having expressed a reservation or dispute shall be equivalent to recognition of the conformity of the delivery with the Order in terms of quantity, type and packaging.

Any further guarantees provided for by law in relation to the delivered products remain unaffected.

5. PRICES TAXES AND DUTIES

The price of the Products is the one indicated on the Site at the time the order is sent by the Consumer.

Any customs duties and any other taxes on the Products after delivery shall be borne by the Consumer, who may not raise any claim against the Seller in this regard. The Consumer is invited to enquire with the competent bodies of his country of residence or destination of the Products, in order to obtain information on any duties or taxes applied in his country of residence or destination of the Products. The Consumer declares that the lack of knowledge of the aforementioned costs, charges, duties, taxes and/or levies, at the time of delivery of the Products, may not constitute cause for termination of the contract and that he may not in any way charge the aforementioned charges to the Seller.

6. SELLER'S LEGAL GUARANTEE OF CONFORMITY, REPORTING OF CONFORMITY DEFECTS AND GUARANTEE INTERVENTIONS

Pursuant to and for the purposes of Directive 2001/95/EC (Directive of the European Parliament and of the Council of 3 December 2001 on general product safety) and Italian Legislative Decree no. 206/2005 (hereinafter referred to as the 'Consumer Code'), the Seller warrants to the Consumer that the Products shall be free from defects in design and material as well as in conformity with the descriptions published on the Site for a period of 2 (two) years from the date of delivery of the Products to the Consumer. At the same time, the application of any warranty is excluded in the event of use or washing or other handling of the Product that does not comply with the Product's own use and with the instructions/warnings in this regard provided by the Seller, or reported in the illustrative reference documentation, on the tags or labels.

The Legal Warranty shall apply and shall be borne by the Seller in the event that the Product presents conformity defects, provided that such defects become apparent within 24 months from the date of delivery of the goods to the Customer. The consumer Customer's action aimed at enforcing said guarantee shall expire 26 months after delivery of the purchased product.

The Seller, remaining in any case, pursuant to art. 133 of the Consumer Code, available to guarantee the Consumer from any conformity defect presented by the Product at the time of delivery, shall assess the defects and non-conformities promptly reported by the Consumer and, after having carried out the internal quality controls aimed at verifying the actual non-conformity of the Product shall take the necessary steps to authorise the repair of the Products under warranty or, where this is not possible, to authorise the return of the same by providing the Consumer with a reply, containing the 'Return Code', by e-mail to the address provided by the latter during the registration process on the Website or when transmitting the order. The

authorisation to return the Products shall in no way constitute recognition of defects or non-conformities, the existence of which must be ascertained after the return. The Products of which the Seller has authorised the return must be returned by the Consumer, together with a copy of the return authorisation communication bearing the 'Return Code', within 30 (thirty) days from the reporting of the defect or non-conformity, to the address Gaac 2007 Verona Marathon ASD., with registered office in Via Madonna 342, 37051 Bovolone (VR).

In the event of defects or non-conformities, the Consumer shall have the right to the restoration of the conformity of the Product by the Seller, by means of repair or replacement, or to alternative remedies in the cases expressly provided for by Articles 135bis, 135ter and 135quater of Legislative Decree no. 206/2005. The Consumer may avail him/herself, at his/her discretion, alternatively of the restoration of conformity, the reduction of the price or the termination of the Contract in the event of a lack of conformity of the Products resulting from the breach by the Producer of the rights of third parties (intellectual property rights). If the Seller has undertaken to reimburse the Consumer for the price paid, the reimbursement shall be made by the means of payment indicated by the Consumer when purchasing the Product.

Products that have been repaired, modified or in any way altered by the Consumer are excluded from the Legal Warranty. Also excluded from the scope of application of the Legal Warranty are any faults or malfunctions or defects of any other type caused by accidental events or by the liability of the Consumer or by a use of the product that does not comply with its intended use and/or with what is set forth in the technical documentation attached to the product, if any, or in the instructions for use relating to the same.

7. LIABILITY FOR DAMAGE CAUSED BY DEFECTIVE PRODUCTS

With regard to any damage caused by defects in the Products, the provisions of European Directive 85/374/EEC, as implemented by Presidential Decree 224/1988, and the Consumer Code (Legislative Decree 206/2005) shall apply.

8. RIGHT OF WITHDRAWAL

The Consumer is acknowledged the right to withdraw from any contract concluded pursuant to these Terms and Conditions of Sale, without having to provide a reason and without penalty, within the term of 14 (fourteen) days from when (i) the Product has been delivered or (ii) in the case of the purchase of several Products delivered separately in a single order, the last Product has been delivered.

In order to exercise the right of withdrawal, the Consumer, before the expiry of the aforementioned term, must send an explicit declaration to the e-mail address info@veronarunevents.it, of his decision to withdraw. To this end, the Consumer is requested to specify, in the communication, his intention to withdraw from the purchase and for which Product(s) he intends to withdraw.

Subsequently, the Consumer shall receive an email confirming the exercise of the Withdrawal, containing, in the event that he/she has, in the meantime, already received the ordered product, the return form to be inserted in the package, and the instructions for proceeding with the return of the Product, to be transmitted within and no later than the following 14 days to: Gaac 2007 Verona Marathon ASD., with registered office in Via Madonna 342, 37051 Bovolone (VR).

The deadline is met if the Consumer returns the goods before the expiry of the 14-day period. The risks and direct costs of returning the goods, as well as the proof of this, shall be borne by the Consumer. The Consumer shall also be responsible for shipping the Products, using a carrier of his choice and at his own expense.

In the event of withdrawal, the Consumer shall be reimbursed the payments he has made, inclusive of the costs of delivery without undue delay and, in any event, no later than 14 days from the exercise of the withdrawal, unless the Products have been effectively received by the Seller. Said refunds shall be made using the same means of payment used by the Consumer for the initial transaction. It is specified that the refund may be suspended until receipt of the Products or until the Consumer proves that he has sent back the goods, whichever is earlier.

The Consumer is liable for any diminution in the value of the Products resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the Product.

Therefore, in the event that the returned Products are damaged (e.g. with signs of wear, abrasion, scratches, deformations, etc.), not complete with all their elements and accessories (including the labels and tags unaltered and attached to the product), not accompanied by the enclosed instructions/notes/manuals, the original packaging and packaging and the warranty certificate, if any, the Consumer shall be liable for the decrease in the value of the Product, and shall be entitled to a refund of the amount equal to the residual value of the Product. To this end, therefore, the Consumer is requested not to handle the Product beyond what is strictly necessary to establish the nature, characteristics and functioning of the same and to cover the original wrapping of the Products with other protective packaging that preserves their integrity and protects them during transport also from writing or labels.

The Seller also informs the Consumer that, by virtue of the exceptions contained in Article 59 of the Consumer Code, he may not exercise the withdrawal described above in the following cases

- supply of sealed goods that are not suitable to be returned for hygienic or health protection reasons and that have been opened after delivery or that are inseparably mixed with other goods after delivery;
- supply of customised or clearly customised goods;
- supply of goods that are liable to deteriorate or expire rapidly;
- contracts for services after the service has been fully performed, if performance has begun before the expiry of the withdrawal period with the agreement of the consumer and the acceptance of the loss of the right of withdrawal after performance.

9. INTELLECTUAL PROPERTY RIGHTS

The Consumer declares to be informed that all trademarks, names, as well as any distinctive sign, name, image, photograph, written or graphic text used on the Website or relating to the Products are and remain the exclusive property of the Seller and/or its assignees, without the access to the Website and/or the purchase of the Products entitling the Consumer to any rights over the same.

The contents of the Website cannot be reproduced, either in whole or in part, transferred by electronic or conventional means, modified or used for any purpose without the prior written consent of the Seller.

The Consumer may avail himself, at his discretion, of the restoration of conformity, the reduction of the price or the termination of the Contract in the event of a lack of conformity of the Products resulting from the Manufacturer's infringement of third party rights (intellectual property rights).

10. DATA OF THE CONSUMER AND PRIVACY PROTECTION

In order to proceed with the registration, the placing of the order and therefore the conclusion of the contract on the basis of the present Conditions of Sale, certain personal data are requested from the Consumer through the Website.

The Consumer acknowledges that the personal data provided shall be recorded and used by the Seller and/or its Data Processors and/or its suppliers/commercial partners, in accordance with and in compliance with the regulations set forth in the Italian law Legislative Decree no. 196/2003 and subsequent amendments and integrations and the EU Regulation 2016/679 (GDPR), in order to execute each purchase made through the Website and, subject to the Consumer's consent, for any further activities as indicated in the privacy policy provided to the Consumer through the Website at the time of registration.

The Consumer declares and guarantees that the data provided to the Seller during the registration and purchase process is correct and truthful.

The Consumer may at any time update and/or modify his personal data provided to the Seller by writing to the e-mail address info@veronarunevents.it.

For any further information on how the Consumer's personal data are processed, the latter may access the Privacy document at the following link

<https://www.veronarunmarathon.it/privacy-cookie-policy>

11. SECURITY

Although the Seller adopts measures aimed at protecting personal data against their possible loss, falsification, manipulation and improper use by third parties, due to the characteristics and technical limitations relating to the protection of electronic communications via the Internet, the Seller cannot guarantee that the information or data displayed by the Consumer on the Website, even after the Consumer has authenticated (logged in), cannot be accessed or viewed by unauthorised third parties.

The Seller, with regard to the data relative to credit card payments, avails itself of the services of operators that manage the transactions, which adopt technological systems that guarantee the maximum levels of reliability, security, protection and confidentiality in the transmission of information via web.

12. APPLICABLE LAW, CONCILIATION TENTATIVE AND COMPETENT COURT OF JURISDICTION

Any sales contract concluded between the Seller and the Consumers pursuant to these Conditions shall be governed by and interpreted in compliance with Italian laws and in particular by the Consumer Code, with specific reference to the regulations on distance contracts and by Legislative Decree no. 70 dated 9 April 2003 on certain aspects concerning e-commerce. In any case, the rights that may be attributed to Consumers by inviolable provisions of law in force in their State shall remain unaffected.

In the event of disputes in any way connected to the relations governed by these General Conditions, the Consumer may assert his rights before the judge of the place where he has his residence or elective domicile or, at his choice, before the judge of the place where the Seller has its registered office, as applicable. Actions against the Consumer shall be brought before the court of the place where the Consumer has his residence or elective domicile. In all other cases of disputes between a Consumer and the Seller, the Court of Milan shall have exclusive jurisdiction.

13. FORMS OF COMMUNICATION

Concurrently with the transmission of the purchase order, the Consumer acknowledges that all communications with respect to the same shall be sent to the e-mail address that the same communicated when placing the order.

Unless otherwise indicated, all communications by the Consumer connected with the purchase of Products must be sent to the Seller at the following addresses: info@veronarunevents.it

14. VERSION OF THE GENERAL CONDITIONS

Every purchase of Products shall be governed by the General Conditions in the version that will be published on the Site when the order is received by Gaac 2007 Verona Marathon ASD

The Seller reserves the right to modify the General Conditions at any time, at its own discretion and without any prior notice to the users of the Site. The amendments shall be effective from the date of publication on the Site and shall apply to sales made from that date.